

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT, effective as of _____, 2015, by and between,

BARRETT TOWNSHIP, a municipal corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania situate in Monroe County, with a mailing address of 993 Route 390, Cresco, Pennsylvania, 18326 (“Barrett”),

-and-

POCONO MOUNTAIN REGIONAL POLICE COMMISSION, a municipal entity duly organized and existing under the laws of the Commonwealth of Pennsylvania and located at 2454 Route 940, Pocono Summit, PA 18346 (hereinafter “PMRPC”), (collectively, Barrett and PMRPC are referred to as the “Parties”)

WHEREAS, the Parties acknowledge that Barrett currently has a police department; and

WHEREAS, following study and review, Barrett is desirous of regionalizing its police protection services with the PMRPC and the Pocono Mountain Regional Police Department (the “Department”); and

WHEREAS, Barrett has prepared a plan for regionalizing its police department pursuant to Pennsylvania law in anticipation of a public vote at a duly called meeting of the Barrett Township Board of Supervisors; and

WHEREAS, the Parties acknowledge that in conjunction with the dissolution of the Barrett Township Police Department, Barrett intends to immediately join PMRPC; and

WHEREAS, the Parties are desirous of entering into this Memorandum of Understanding (the “Agreement”) to demonstrate to Barrett residents and property owners their support of the delivery of police protection services from PMRPC, which provides an appropriate level of police protection and presence within Barrett’s boundaries; and

WHEREAS, PMRPC is governed by an Agreement on the Pocono Mountain Regional Police dated November 19, 1996, as amended (“PMRP Agreement”) by and among the municipalities comprising the Pocono Mountain Regional Police Department (the “Participants”); and

WHEREAS, the PMRP Agreement is incorporated by reference and the terms used in this Agreement have the same meanings as defined in the PMRP Agreement.

WHEREAS, Barrett and PMRPC have each duly authorized this Agreement upon the terms and provisions set forth herein.

NOW THEREFORE, for and in consideration of the mutual promises hereinafter contained, the Parties intending to be legally bound hereby, have agreed as follows:

**ARTICLE I
TERM**

The term of this Agreement shall be for a period commencing with the date of execution hereof until such time as a complete regionalization of police services and operation and administrative functions between Barrett and PMRPC has been completed. Neither party can terminate its rights, duties, obligations, and requirements imposed hereby without the unanimous consent of all other parties.

**ARTICLE II
POLICE DISTRICT BOUNDARIES**

All mutual municipal boundaries between Barrett and the current Participants of PMRPC shall be obliterated for the purposes of police service, so that a single police district comprising the total geographic area comprising the total geographic area encompassed within the collective political boundaries of the Participants is established, known as the PMRPD Police District (“Police District”). The Police District may be expanded, or other districts may be created to encompass or include areas within other municipalities that become part of the PMRPD and join or purchase services from the PRMRC. The Police District shall be the “primary jurisdiction,” as that term is defined and used in law, of all officers in the Department.

**ARTICLE III
REGIONAL POLICE COMMISSION**

SECTION A. The Department is under the general supervision of a joint commission known as the Pocono Mountain Regional Police Commission, (previously defined as “PMRPC”). Barrett may determine its appointee by resolution, and so notify the PMRPC.

SECTION B. The representative from Barrett shall be an elected member of the Barrett Township Board of Supervisors.

SECTION C. Barrett shall appoint the member of the PMRPC for a term of one year, renewable annually. The term of office shall commence on the date of appointment, which shall be made initially upon Barrett’s membership in PMRPC and thereafter shall be made at Barrett’s reorganization meeting.

SECTION D. Subject to the bylaws of the PMRPC, if Barrett's member of the PMRPC is no longer a member of the Barrett Township Board of Supervisors, for any reason, such office on the PMRPC will automatically become vacant, and the Barrett Township Board of Supervisors shall make an appointment to the unexpired term or interim term.

SECTION E. PMRPC shall provide to Barrett's representative on the PMRPC monthly statistics on criminal activity, traffic accidents and reports, citations, warnings, Ordinance violations and arrests, non-traffic arrests and an hourly breakdown of police activity in fifteen (15) minute increments, so that such information may be reported to the Barrett Township Board of Supervisors by that representative.

ARTICLE IV APPORTIONMENT FORMULA

SECTION A. All costs for the Department shall be apportioned on an equitable basis in accordance with determinations arrived at by the PMRPC. Apportionment formulas shall be reviewed annually by the Participants.

SECTION B. Barrett acknowledges that the PMRPC is funded primarily through annual assessed contributions from its Participants, and supplemental funding as may be available from time to time from local, state, federal and other sources.

ARTICLE V FINANCE

The PMRPC shall prepare an annual budget that shall be submitted for consideration and approval to each of the Participants; and, if such approvals have not been consummated by December 31 of the current year, the prior year's budget shall be operative until such approvals are given to the PMRPC.

ARTICLE VI JURISDICTION AND POWER

SECTION A. That the PMRPD shall provide technical supervision and direction to all of the police activities of the Department, providing police services as required in each Participant which may include investigation of all crimes and complaints within said municipalities, assistance in the enforcement of ordinances in the municipalities, and all other services normally provided by a municipal police department.

SECTION B. Pursuant to paragraph 4(J) of the PMRP Agreement, the PMRPC has delegated its supervisory powers over officers and professional staff to the Chief of Police. The Department police officers and civilian personnel shall be under the direct supervision of the Pocono Mountain Regional Police Department Police Chief who will report to the PMRPC.

SECTION C. Subject to the terms of this Agreement and effective upon Barrett's regionalization with the PMRPC, Barrett shall transfer and delegate to the PMRPC its authority to provide police service within the jurisdictional limits of Barrett Township.

SECTION D. Nothing contained in this Agreement shall be interpreted or construed as restricting or prohibiting Barrett from enacting or enforcing ordinances or laws it is otherwise authorized to enact or enforce provided that such enactments or enforcement are not inconsistent with the undertakings agreed to herein.

SECTION E. Officers in the Pocono Mountain Regional Police Department shall have full municipal police jurisdiction and authority. Nothing in this Agreement shall be construed as divesting officers employed by the Department of extra-territorial jurisdiction or authority conferred by law or agreement.

ARTICLE VII PROPERTY

SECTION A. The Parties acknowledge that Barrett's police department has existing police equipment, materials, and supplies, which may be useful to the joint operation of the Department. The Parties further recognize that the PMRP Agreement calls for a prospective member of the PRMPC to pay an initial assessment. In consideration for Barrett's contribution of any useful police equipment, material and supplies, PMRPC hereby waives Barrett's initial assessment.

ARTICLE VIII POLICE HEADQUARTERS

SECTION A. The Parties agree that the Department's headquarters shall serve as headquarters for all police services provided by the Department. Barrett agrees that the costs for the operation of the headquarters building are contained within costs structure for services as discussed herein.

ARTICLE IX
REGIONALIZATION OF BARRETT TOWNSHIP POLICE DEPARTMENT
INTO POCONO MOUNTAIN REGIONAL POLICE DEPARTMENT

SECTION A. Barrett recognizes that under the PMRP Agreement, the governing bodies of at least two thirds of the current Participants must approve Barrett's participation in the PMRPC. Following that approval, and upon the regionalization of the Barrett Township Police Department, the Department will provide comprehensive full-time police protection services within Barrett Township. The Department will incorporate the jurisdictional limits of Barrett into the patrol zones assigned and covered. .

SECTION B. The Department Chief of Police shall allocate among the appropriate staff of the Department the responsibility to provide police protection services in Barrett, including without limitation patrol coverage, criminal investigations, court hours, speed enforcement, administrative services, supervisory services, detective services and any specialty services that may be necessary to the police protection of Barrett.

SECTION C. The Department will hire all current Barrett Township police officers who shall become members of the Department with the duties, rank and benefits of Patrolmen. The former Barrett police officers hired by the Department will be provided salary and benefits commensurate with their original hire date by Barrett, and they shall become members of the Department's union and shall be subject to the terms of the existing Department's union collective bargaining contract. All officers hired from Barrett will be provided uniforms and equipment by the Department.

SECTION D. The Barrett Township Chief of Police shall assume the duties and rank of the Department's Administrative Lieutenant within the criminal investigations unit of Department.

SECTION E. Barrett shall be solely and separately responsible for directly reimbursing former Barrett Township Police Officers for any accrued sick time under the terms and conditions of the Barrett Township Police Department's collective bargaining contract in place at the time of regionalization. Former Barrett Township Police Officers may transfer up to 80 hours of accrued sick time to PMRPC and Barrett shall reimburse PMRPC all hours of accrued sick time transferred for each former Barrett Township Police Officer. In no event shall the combined sick time (reimbursed and/or transferred) exceed the 400 hour cap under the existing Barrett Township Police Department's collective bargaining contract. In addition, Barrett shall pay to PMRPC an amount equal to all accrued vacation and personal time for each former Barrett Township Police Officer. Thereafter, former Barrett Township Police Officers shall use vacation and personal time in accordance with Department policies.

SECTION F. Barrett Township Police Officers who are employed by the Department will retain their longevity and PMRPC will recognize the officer's hiring date by Barrett as the hiring date by the Department.

SECTION G. Barrett Township Police Department and the Department each have a pension plan for its officers. Through the expertise of its pension experts, and as outlined in general terms below, a transfer and merger of Barrett's existing Police pension plans into the Department's pension plan may occur. The transfer shall include all assets, liabilities, and existing plan participants, including retirees. The PMRPC shall administer, manager, fund, and maintain the regional pension plan in accordance with applicable law.

The Barrett Township Police Pension Plan (the Barrett Plan) is currently operated under the Pennsylvania Municipal Retirement System (PMRS), a State agency that provides pension services to many municipal pension plans in Pennsylvania. The Barrett Plan is comprised of the five active officers and three retirees receiving a monthly pension.

The Parties agree to transfer all of the plan liabilities and assets (approximately \$3M) of the Barrett Plan to the PMRPC pension plan, following procedures required by PMRS. The PMRPC plan will pay monthly pensions to the current three retirees and will accept liability for the past and future service of the five active officers. Under this approach the PMRPC plan will establish a separate tier of benefits for the five Barrett active members such that their pension plan benefits are identical to the benefits provided by the existing Barrett Plan. The Barrett active members will not be required to make contributions to the pension plan because they do not make contributions under their current plan, and in recognition of the well-funded status of the Barrett Plan.

Under PMRS rules, approval for the above transfer must be obtained by the plan members. Specifically, at least 75% of the membership (including retirees) must vote to approve the change. If this transfer is not approved by the membership, the parties agree to revisit the issue of the Barrett Pension Plan with the goal of finding another acceptable option.

ARTICLE X INSURANCE, IMMUNITY AND CLAIMS

SECTION A. The police services performed and the expenditures incurred under this Agreement shall be deemed for public and governmental purposes, and all immunities from liabilities enjoyed by the Participants within their boundaries shall extend to their participation in police services outside their boundaries.

SECTION B. The PMRPC shall maintain adequate liability insurance coverage against claims arising out of the police activities in each Participant rendering police duty or service hereunder in its own and outside its municipal boundaries. Each Participant hereby waives any and all causes of action or claims against all other Participants and against the Department which may arise out of their police activities and in the case of municipalities participating hereunder whether within or outside of their respective municipal boundaries while rendering

police service, or duty under this Agreement. Each party to this Agreement further agrees to cause any insurance policy giving liability coverage against claims arising out of its police activities, and in the case of municipalities participating hereunder whether within or outside its municipal boundaries, to contain a waiver of subrogation clause or endorsement under which the insurance company waives its right of subrogation against each party to this Agreement as to any and all causes of action or claims against all other participating municipalities hereto which may arise out of their police activities hereunder.

SECTION C. That for purposes of liability in actions arising out of regional police services, all Participants shall be proportionately liable for actions against any municipality for services lawfully provided. The proportion of liability shall be in the same proportion as the actual expenses of the Participants for the areawide protection during the period of police services in question.

ARTICLE XI MISCELLANEOUS PROVISIONS

SECTION A. That all differences arising out of interpretation of Agreement shall be resolved by a vote of the Participants, each body casting one vote as determined by a majority in each governing body.

SECTION B. No third party beneficiary rights are created by this Agreement, and no such rights are allowed or created in favor of any employees, labor organizations or similarly situated persons.

SECTION C. Barrett and PMRPC shall be bound by the provisions of the Intergovernmental Cooperation Act, 53 Pa. C.S.A. § 2301, *et seq.*, (the “Act”) and the terms of this Memorandum of Understanding, which is entered into under authority of the Act.

SECTION D. The PMRPC shall be bound by the general laws relating to public records, documents, meetings, and hearings that are applicable to the Municipalities, including the Sunshine Act, 65 P.S. § 271, *et seq.*, the Pennsylvania Right-to-Know Act, 65 P.S. § 66.1, *et seq.*, and the Local Agency Law, 2 Pa. C.S.A. § 101, *et seq.*

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereunto have executed the same the day and year first above written.

ATTEST

BARRETT TOWNSHIP

_____ By: _____
Ralph Megliola, Chair

ATTEST

**POCONO MOUNTAIN REGIONAL POLICE
COMMISSION**

_____ By: _____
Roy J. Gross, Chair